

## MISSOURI DEPARTMENT OF TRANSPORTATION

## GENERAL SERVICES

830 MoDOT DRIVE - P.O. BOX 270

JEFFERSON CITY, MO 65109

REQUEST NO. 2-081202BT

DATE November 6, 2008

PAGE NO. 1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL  
BE RECEIVED AT THIS OFFICE UNTIL**10:00 a.m., Local Time, December 2, 2008**AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES.**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**Submit net bid as cash discount stipulations will not be considered  
Various MoDOT LocationsDEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET  
FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.****BUYER:** Brenda Tyree**BUYER TELEPHONE:** 573- 751-7482**BUYER EMAIL:**

Brenda.Tyree@modot.mo.gov

**SUPPLIES OR SERVICES****HERBICIDES**To establish a contract to furnish "Herbicides" with an effective date of  
Notice to Proceed and ending December 31, 2009 in accordance with the following pages.

**Components of Agreement:** The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

**Return sealed bid to the address shown at the top of this page.****(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)***In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.***Date:** \_\_\_\_\_**Firm Name:** \_\_\_\_\_**Telephone No.:** \_\_\_\_\_**Address:** \_\_\_\_\_**Fax No.:** \_\_\_\_\_**Federal I.D. No.** \_\_\_\_\_**By (Signature):** \_\_\_\_\_**Email Address:** \_\_\_\_\_**Type/Print Name** \_\_\_\_\_**Is your firm MBE  
certified?**☐

Yes

☐

No

**Title:****Is your firm WBE  
certified?**☐

Yes

☐

No

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide herbicides, with an effective contract period of Notice to Proceed through December 31, 2009, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 10:00 a.m., CST, December 2, 2008.

#### **RFB Coordinator:**

**Ms. Brenda Tyree, Procurement Agent  
Missouri Department of Transportation  
830 MoDOT Drive  
Jefferson City, MO 65109**

**PHONE: 573-751-7482  
FAX: 573-526-1218**

## **1.2 GENERAL INFORMATION:**

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of herbicides as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Attachment A
- 6) Terms and Conditions

## 2. SCOPE OF WORK

### 2.1 General Requirements:

- 2.1.1 The contractor shall provide herbicides on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of the MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the purchase of the estimated quantities stated herein.
- 2.1.4 The MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of the MoDOT.
- 2.1.5 The contractor shall agree and understand that MoDOT representatives have the option of selecting between like options (name brand vs. line item substitution) at their discretion.
- 2.1.6 When placing a herbicide order, MoDOT will make every effort to order quantities not to cause an undue burden of shipping costs to be incurred by the contractor. In an effort to maintain low on-site inventories, MoDOT will place orders according to the seasonal application of each herbicide.
- 2.1.7 The contractor shall agree and understand that any herbicides delivered to MoDOT that is labeled differently than the labels submitted with the contractor's bid may be rejected.
  - a. All herbicides must be registered in Missouri and manufactured in the United States.
  - b. All herbicides furnished as a result of this document shall be inspected and approved before use. Inspection of the herbicides may be made at the point of manufacture, intermediate storage point, or at destination at the discretion of MoDOT. Material damaged in transit will be subject to rejection at its destination.
- 2.1.8 The contractor shall provide herbicides in the size of containers as specified herein.
  - a. Bulk packaging shall not be accepted.
- 2.1.9 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.

### 2.2 Delivery Requirements:

- 2.2.1 The contractor shall deliver herbicides as specified herein to all MoDOT Districts located throughout the State of Missouri (See Attachment A). The contractor shall deliver such herbicides F.O.B. destination.
- 2.2.2 The contractor shall not deliver any herbicides to MoDOT until being notified by MoDOT by telephone or purchase order.
  - a. If a telephone order is made, it is the contractor's responsibility to insure a purchase order is forthcoming from MoDOT.
- 2.2.3 The contractor shall deliver herbicides within ten (10) working days from the date order is placed, excluding Saturday, Sunday, Holidays, and days whereas MoDOT has suspended work.

2.2.4 The contractor shall notify MoDOT twenty-four (24) hours prior to delivery.

2.2.5 With the delivery of each herbicide to the various MoDOT locations, the contractor shall furnish Manufacturer's labels and Material Data Safety Sheets for each product.

### **2.3 Liquidated Damage Requirements:**

2.3.1 The contractor shall agree and understand that providing the herbicides in accordance with the requirements stated herein is considered critical to the efficient operations of the MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event the contractor fails to provide herbicides in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$100.00 per day per order for each such delinquent day.
- b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.
- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall understand and agree that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

### **2.4 Invoicing and Payment Requirements:**

2.4.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

2.4.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing pages of this document, after completion of deliverables specified herein and acceptance by the MoDOT.

2.4.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.4.4 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.

2.4.5 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.

2.4.6 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.

2.4.7 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

**2.5 Other Contractual Requirements:**

2.5.1 Contract Period - The contract shall commence from the Notice to Proceed until December 31, 2009.

2.5.2 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

2.5.3 Escalation Clause - In the event the contractor requests a price increase during the contract period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

a. No price increase shall be granted during the first 3 months of the original contract period.

### 3. BID SUBMISSION

#### 3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "**Herbicides**".

3.1.2 All bids must be received at the following address no later than December 2, 2008 at 10:00 a.m., CST.

The Missouri Department of Transportation  
General Services – Procurement Division  
Attn: Brenda Tyree  
830 MoDOT Drive  
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

#### 3.1.4 *Proposal/Bid Guaranty/Contract Bond:*

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the BID submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 The bidder must submit with each bid a current complete Manufacturer's Label and Materials Safety Data Sheet, including the chemical composition for each product to be furnished and directions for application, precautionary statements, environmental hazards, pesticide and container disposal and any other pertinent information such as the required minimum standards listed for surfactants. Any material delivered that is labeled differently than the labels accompanying the bids may be rejected. All herbicides must be registered in Missouri and labeled in accordance with State Law. Herbicides must be labeled to permit their use on highway right of way.

3.1.7 The bidder must submit with the bid a "Certificate of Analysis" for Non-ionic Surfactant as specified herein.

3.1.8 MoDOT reserves the right to order name brand items or substitute items, not necessarily name brand items and substitute items (EXAMPLE: line item 1 or line item 1A; line item 5 or line item 5A; line item 6 or line item 6A; line item 10 or line item 10A).

3.1.9 *Cost Determination* - The low bid shall be determined for each line item (excluding line item 15 and 16) by adding the estimated quantities, and multiplying the total of the estimated quantities with the unit price, to obtain a total price.

a. Exception for Line item 15 and 16 - The cost analysis shall be based on a "per 100 gallon rate" applied at 33.33 gallons carrier rate.

- Configuration = 100 gallons treats 3 acres
- Lowest label rate for ROW herbicides shall be used for cost determination.

1) (EXAMPLE: Label states 48 ounces per 100 gallons - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 48 = \$ \_\_\_\_\_ (cost per 100 gallons).

2) (EXAMPLE: Label states 32 ounces per 100 gallons - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 32 = \$ \_\_\_\_\_ (cost per 100 gallons).

3) (EXAMPLE: Label states 32 ounces per 50 gallons - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 64 (Number of ounces for 50 gallons x 2) = \$ \_\_\_\_\_ (cost per 100 gallons).

4) (EXAMPLE: Label states 12 ounces per acre (formula = 36(12 x 3) ounces per 100 gallons) - (bidder's price per gallon divided by 128 (number of ounces per gallon) = \_\_\_\_\_ multiplied by 36 = \$ \_\_\_\_\_ (cost per 100 gallons).

3.1.10 *Contract Award* - The contract will be awarded to the lowest responsive bidder determined as specified above.

a. Award of this bid will be made on an "Item-By-Item" basis using the "lowest and best" principle of award.

b. In addition to the listed herbicides, several products identical in active ingredients and listed by chemical name will be awarded with the understanding the end user has the option of purchasing the name brand or chemical named product. These will be clearly designated on the bid sheet. No substitutions will be allowed for the name brands listed. Product names will be required for items where a brand name is not listed. In the event of tie low bids, MoDOT reserves the right to establish the method to be used in determining the award.

c. MoDOT reserves the right to reject any or all bids, and no award is final until formally approved.

3.1.11 *Open Competition / Request For Bid Document:*

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements,



competitive bid process, etc., must be directed to the buyer from the MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.12 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the MoDOT.

#### 4. PRICING PAGE

- 4.1 Herbicides** - The bidder shall provide firm, fixed prices in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services, shall be included in the prices stated below.

1. <b>ESCORT XP</b> 8 or 16 ounce containers	
<i>District and Destination</i>	<i>Estimated Quantity – Ounce</i>
District 1 – St. Joseph	400
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	500
District 5 – Jefferson City	20
District 6 – St. Louis	80
District 7 – Joplin	1400
District 8 – Springfield	0
District 9 – Willow Springs	2000
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>4,400</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per ounce	\$ _____

1A. <b>(ALTERNATIVE) METSULFURON-METHYL</b> 60% active ingredients with 40% inert ingredients 8 or 16 ounce containers	
<i>District and Destination</i>	<i>Estimated Quantity – Ounce</i>
District 1 – St. Joseph	0
District 2 – Macon	2000
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	288
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	1500
District 9 – Willow Springs	0
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>3,788</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per ounce	\$ _____
<b>PRODUCT NAME:</b> _____	

**\*NOTE:** State brand name.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

2.

## PLATEAU

## 1 gallon containers

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	275
District 3 – Hannibal	240
District 4 – Kansas City	50
District 5 – Jefferson City	14
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	0
District 9 – Willow Springs	160
District 10 – Sikeston	100
<b>Estimated Quantity Total</b>	<b>839</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

3.

## PENDULUM AquaCap

## 2.5 gallon containers

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	30
District 5 – Jefferson City	80
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	0
District 9 – Willow Springs	10
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>120</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

Signature

Date

4. <b>OUST EXTRA</b>	
64 ounce (4 pound) containers	
<i>District and Destination</i>	<i>Estimated Quantity – Ounce</i>
District 1 – St. Joseph	960
District 2 – Macon	256
District 3 – Hannibal	0
District 4 – Kansas City	300
District 5 – Jefferson City	1192
District 6 – St. Louis	0
District 7 – Joplin	960
District 8 – Springfield	1500
District 9 – Willow Springs	1600
District 10 – Sikeston	1024
<b>Estimated Quantity Total</b>	<b>7,792</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per ounce	\$ _____

5. <b>ROUNDUP PRO</b>	
2.5 gallon containers	
<i>District and Destination</i>	<i>Estimated Quantity – Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	25
District 4 – Kansas City	0
District 5 – Jefferson City	150
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>175</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**5A. (ALTERNATIVE) GLYPHOSATE WITH SURFACTANT****41% active ingredients with 59% inert ingredients  
2.5 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	200
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	120
District 6 – St. Louis	0
District 7 – Joplin	960
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	540
<b>Estimated Quantity Total</b>	<b>1,820</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

**PRODUCT NAME:** \_\_\_\_\_**\*NOTE:** State brand name.**6. ROUNDUP PRO****30 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	40
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>40</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Date*

**6A. (ALTERNATIVE) GLYPHOSATE WITH SURFACTANT****41% active ingredients with 59% inert ingredients  
30 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	240
District 6 – St. Louis	0
District 7 – Joplin	0
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	720
<b>Estimated Quantity Total</b>	<b>960</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

**PRODUCT NAME:** \_\_\_\_\_**\*NOTE:** State brand name.**7. ROUNDUP PRO CONCENTRATE****2.5 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	500
District 5 – Jefferson City	120
District 6 – St. Louis	800
District 7 – Joplin	960
District 8 – Springfield	500
District 9 – Willow Springs	180
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>3,060</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Date*

<b>8. MILESTONE VM</b>	
<b>2.5 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	10
District 2 – Macon	250
District 3 – Hannibal	490
District 4 – Kansas City	25
District 5 – Jefferson City	62.5
District 6 – St. Louis	0
District 7 – Joplin	120
District 8 – Springfield	225
District 9 – Willow Springs	300
District 10 – Sikeston	250
<b>Estimated Quantity Total</b>	<b>1,732.5</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

<b>9. 2.4-D ester</b>	
<b>2.5 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	1200
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	175
District 6 – St. Louis	0
District 7 – Joplin	1200
District 8 – Springfield	500
District 9 – Willow Springs	1100
District 10 – Sikeston	360
<b>Estimated Quantity Total</b>	<b>4,535</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____
<b>PRODUCT NAME:</b> _____	

\*NOTE: State brand name.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

<b>10. GARLON 3A</b>	
<b>2.5 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	90
District 6 – St. Louis	0
District 7 – Joplin	240
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>330</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

<b>10A. (ALTERNATIVE) TRICLOPYR</b>	
<b>44.4% active ingredients with 55.6% inert ingredients</b>	
<b>2.5 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	200
District 2 – Macon	100
District 3 – Hannibal	25
District 4 – Kansas City	0
District 5 – Jefferson City	30
District 6 – St. Louis	30
District 7 – Joplin	240
District 8 – Springfield	300
District 9 – Willow Springs	1200
District 10 – Sikeston	150
<b>Estimated Quantity Total</b>	<b>2,275</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____
<b>PRODUCT NAME: _____</b>	

\*NOTE: State brand name.

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*



11.

**KRENITE S****2.5 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	200
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	175
District 5 – Jefferson City	15
District 6 – St. Louis	0
District 7 – Joplin	240
District 8 – Springfield	0
District 9 – Willow Springs	400
District 10 – Sikeston	200
<b>Estimated Quantity Total</b>	<b>1,230</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

12.

**PATHFINDER II****Basal Bark/Cut Stump Treatment  
2.5 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	50
District 2 – Macon	0
District 3 – Hannibal	25
District 4 – Kansas City	175
District 5 – Jefferson City	80
District 6 – St. Louis	40
District 7 – Joplin	150
District 8 – Springfield	0
District 9 – Willow Springs	60
District 10 – Sikeston	75
<b>Estimated Quantity Total</b>	<b>655</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____

\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Date*

<b>13.</b>	<b>OUTRIDER</b>
<b>Johnsongrass control 20 ounce containers</b>	
<i><b>District and Destination</b></i>	<i><b>Estimated Quantity – Ounce</b></i>
District 1 – St. Joseph	200
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	720
District 6 – St. Louis	400
District 7 – Joplin	3400
District 8 – Springfield	4000
District 9 – Willow Springs	1000
District 10 – Sikeston	3000
<b>Estimated Quantity Total</b>	<b>12,720</b>
<i><b>Firm, Fixed Price</b></i>	<i><b>Extended Price</b></i>
\$ _____ <i>per ounce</i>	\$ _____

<i><b>Signature</b></i>	<i><b>Date</b></i>
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<b>14.</b>	<b>GLYPHOSATE</b>
<b>Aquatic Label 2.5 gallon containers</b>	
<i><b>District and Destination</b></i>	<i><b>Estimated Quantity - Gallon</b></i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	20
District 4 – Kansas City	0
District 5 – Jefferson City	10
District 6 – St. Louis	20
District 7 – Joplin	0
District 8 – Springfield	10
District 9 – Willow Springs	10
District 10 – Sikeston	10
<b>Estimated Quantity Total</b>	<b>80</b>
<i><b>Firm, Fixed Price</b></i>	<i><b>Extended Price</b></i>
\$ _____ <i>per gallon</i>	\$ _____
<b>PRODUCT NAME:</b> _____	

\*NOTE: State brand name.

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<b>15. DRIFT CONTROL</b>	
<b>Minimum of 30% Polyvinyl Polymer as the principal functioning agent 1 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	0
District 4 – Kansas City	0
District 5 – Jefferson City	30
District 6 – St. Louis	0
District 7 – Joplin	40
District 8 – Springfield	0
District 9 – Willow Springs	0
District 10 – Sikeston	0
<b>Estimated Quantity Total</b>	<b>70</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____
<b>PRODUCT NAME:</b> _____	

\*NOTE: State brand name.

<i>Signature</i>	<i>Date</i>
<b>16. NON-IONIC SURFACTANT</b>	
<b>Minimum specification of: 100% virgin ingredients, 90% active ingredients, 65% surfactant load HLB greater than 12.5, Antifoam agent added 1 gallon containers</b>	
<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	200
District 2 – Macon	260
District 3 – Hannibal	200
District 4 – Kansas City	0
District 5 – Jefferson City	107
District 6 – St. Louis	40
District 7 – Joplin	360
District 8 – Springfield	175
District 9 – Willow Springs	150
District 10 – Sikeston	384
<b>Estimated Quantity Total</b>	<b>1,876</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ per gallon	\$ _____
<b>PRODUCT NAME:</b> _____	

\*NOTE: State brand name.

17.

**WATERSOFT BY UAP****2.5 gallon containers**

<i>District and Destination</i>	<i>Estimated Quantity - Gallon</i>
District 1 – St. Joseph	0
District 2 – Macon	0
District 3 – Hannibal	50
District 4 – Kansas City	0
District 5 – Jefferson City	77
District 6 – St. Louis	0
District 7 – Joplin	480
District 8 – Springfield	250
District 9 – Willow Springs	50
District 10 – Sikeston	100
<b>Estimated Quantity Total</b>	<b>1,007</b>
<i>Firm, Fixed Price</i>	<i>Extended Price</i>
\$ _____ <i>per gallon</i>	\$ _____

\_\_\_\_\_  
*Signature*\_\_\_\_\_  
*Date*

## ATTACHMENT A

<u>DELIVERY LOCATIONS</u>	<u>DISTRICT</u>	<u>CONTACT PERSON</u>	
3602 North Belt Highway St. Joseph, MO 64502	1	Brenda Christie 816-387-2430	Blake Noel 816-387-2477/cell phone 816-271-6935
26826 U.S. Hwy. 63 Macon, MO 63552	2	Monte Fisher 660-385-7145/cell phone 660-651-2006	
1711B South Route 61 Hannibal, MO 63401	3	Chris Shulse 573-248-2419	Tanya Dauma 573-248-2486
5117 East 31st Street Kansas City, MO 64128	4	Lindy Stuerke 816-622-0411	Roger Hoover 816-889-3269
MoDOT Drive 830 Dock AA Jefferson City, MO 65109	5	Connie Roadruck 573-751-1450	John Oehring 573-584-3550
6138 Wilson Ave. St. Louis, MO 63139	6	Kristi Coppinger 314-301-1439	Chuck Wills 314-713-6270 Rich Jones 314-877-0140
Route 52, 2 mi west of Route 71 Butler, MO 64730	7	Cathy Bay 417-629-3223	Tim Rice 417-629-3334
Route 37, 2 mi South of Rt. 76 Cassville, MO 65625			
3865 E. Highway 54 El Dorado Springs, MO 64744			
Route 2, Box 38B Greenfield, MO 65661			
Route FF and 71 Joplin, MO 64804			
67 Southeast First Lane Lamar, MO 64759			
Route 2, Box 164AA Monett, MO 65708			
West Outer road north @ Highland Nevada, MO 64772			
5371 NE Bus. 13 and Hwy 82 Osceola, MO 64776			
Route 43 0.5 Mile North of Route U Seneca, MO 64865			
3025 E. Kearney Springfield, MO 65801	8	Richard Gardner 417-895-7811	Andy McNeill 417-895-7645
3956 East Main Willow Springs, MO 65793	9	Marsha Lovan 417-469-9055	Justin Hills 417-469-9017 Dan Sherbo 417-469-6271
111 Edwards Sikeston, MO 63801	10	Mark Aufdenberg 573-794-2891	Brett Nelson 573-472-5814

## NOTICE TO BIDDERS

### "COMMUNITY RIGHT TO KNOW LAW"

In order to implement provision of **Sections 292.600 - 292.620, RSMo. (1985 Supp.)** relating to the communities and employees right to information concerning **"toxic substances in the workplace"** the Missouri Department of Transportation is required to furnish **"Material Safety Data Sheets"** to local fire departments and to the Department of Health.

If the product(s) the bidder proposes to furnish in response to the attached "Request for Bid" contains a "toxic substance" as defined by **Section 292.600 RSMo. (1985 Supp.)**, check mark **YES** and attach a current "Material Safety Data Sheet".

YES \_\_\_\_\_

NO \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

ANTI-COLLUSION STATEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_ being first  
duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing  
of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

### FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

### FOR OTHERS:

State of domicile: \_\_\_\_\_

### FOR ALL VENDORS:

List address of Missouri offices or places of business:

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### THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BY (signature required): \_\_\_\_\_

Federal Tax I.D. #: \_\_\_\_\_ if no Federal Tax I.D. # - list Social Security #: \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.



## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_

### CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

**HERBICIDES**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

as Principal and \_\_\_\_\_, as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in  
the penal sum of:

\_\_\_\_\_ **Dollars**  
(\$ \_\_\_\_\_) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the Principal and Surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Herbicides** as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the bid, the specifications and the provisions of law, to the satisfaction of the Highways and Transportation Commission, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highways and Transportation Commission, fail to comply with any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Missouri Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

\_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Signature

(SEAL)

\_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact

**NOTE:** This bond must be executed by the **PRINCIPAL** and by a **CORPORATE SURETY** authorized to conduct surety business in the State of Missouri.

**NOTICE**

**THE DEPARTMENT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **Herbicides** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Herbicides** meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.**
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

**GENERAL TERMS AND CONDITIONS**

**General Performance**

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

**Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

**Nondiscrimination**

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

**Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

**EXECUTIVE ORDER**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

**Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Missouri Highways and Transportation Commission**  
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**Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

**Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

**Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

**Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

**Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

**Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**SPECIAL TERMS AND CONDITIONS**

**Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
  - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
  - 2) Public Liability (includes property damage and personal injury):
    - i. Not less than \$400,000 for any one person in a single accident or occurrence.
    - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.

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- 3) Special Hazard Insurance: As required.
- 4) Builder's Risk: Not less than the full Contract amount.

**Information and Reports**

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

**Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

**Failure to Execute Contract**

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

**Notice to Proceed**

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

**Increase or Decrease Quantities**

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price.

**Basis of Measurement for Payment**

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4** of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto.

**Temporary Suspension of Work**

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.

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- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Cancellation of Contract**

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

**Environmental Issues**

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.